

THIS DEED OF TRUST, made this 15th day of July, 1997, by and between JEFFREY A. LYNN, a single man, and JUDITH C. MAYER-LYNN, a single woman, as Trustors, and FIRST AMERICAN TITLE INSURANCE COMPANY OF NEVADA a Nevada Corporation, as Trustee, and DALE N. HANSEN and PATRICIA HANSEN, husband and wife, as joint tenants with right of survivorship, as Beneficiaries;

W I T N E S S E T H :

That the said Trustors hereby grant, bargain, sell, convey and confirm unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property situate in the, County of Eureka, State of Nevada, more particularly described as follows:

Township 31 North, Range 48 East, MDB&M

Section 9 : E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances therunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

SUBJECT to any and all reservations, restrictions, covenants, easements and rights of way of record.

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements

ROSS P. EARDLEY
ATTORNEY AT LAW
469 IDAHO STREET
ELKO, NEVADA 89801

BOOK 310 PAGE 319

TELEPHONE (702) 738-4048 - FAX (702) 738-6288

1. The Trustors promise and agree to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear

The Trustors hereby covenant and agree:

Deed of Trust.

the Trustee, or by the Beneficiaries, under the provisions of this to be paid by the Trustors, or which may be paid out, or advanced, by including the payment of all other monies hereby agreed or provided from the Trustors, or either of them, from any cause whatsoever, as security for the payment of all other monies that may become due loan or advance may be secured by other mortgage or Deed of Trust and either of them, or advance for their account, even though the said of them, may or shall hereafter loan or advance to the Trustors, or of any and all monies which the Beneficiaries and Trustee, or either This Deed of Trust is also given as security for the payment

forth in full herein.

Said Note is hereby referred to and incorporated herein as though set Nevada, or wherever else said Beneficiaries in writing designate. the Trustors herein to the said Beneficiaries and payable at Eureka, more specifically set forth in said Note; said Note being executed by principal sum and interest being payable in monthly installments, as bearing interest from July 23, 1997 at the rate of 8% per annum, said sory Note of even date herewith, for the principal sum of \$3,700.00, herein expressed and as security for the payment of a certain Promis-

and tear, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trus-
tors may make such alterations or improvements as they may desire on
said premises, so long as they do not lessen the value of said
property, and the Trustors shall pay, when due, all claims for labor
performed or material furnished thereon.

2. That the Beneficiaries, or their duly authorized agents,
shall at all reasonable times have the right to enter upon said
premises and inspect the same.

3. The Trustors covenant, warrant and represent that the
title conveyed is a fee simple absolute title, free and clear of all
encumbrances; that they will forever warrant and defend the title to
the premises above mentioned to the Trustee and Beneficiaries and
their successors and assigns, against all lawful claims and demands
of all persons whatsoever.

4. The following covenants Nos. 1, 2 (\$ _____), 3,
4(8%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby
adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the
cost and expense of the Trustors, or such other persons entitled to
reconveyance.

6. The acceptance by said Beneficiaries of any payment of the
indebtedness hereby secured shall not operate as a waiver by the
Beneficiaries of any default by the Trustors made previously to such
payment in any of the covenants or agreements to be made, kept and
performed by the Trustors herein provided.

sors in interest, shall not incur any liability on account of any act

9. Said Trustors agree that the said Trustee, or its succes-

of Trust.

this property, in order to enforce fully the provisions of this Deed

the request of the Beneficiaries, may proceed anew with the sale of

such sale shall not exhaust the power of sale, and the Trustee, at

cially declared invalid or deemed by the Beneficiaries to be invalid,

remaining provisions, and if any sale made hereunder shall be judi-

declared invalid, such decision shall not affect the validity of the

ment; that if any provision of this Deed of Trust be judicially

several covenants and agreements of all persons who sign this instru-

Trustors or Grantors herein shall be construed to be the joint and

singular and plural numbers; that the covenants and agreements of the

and does include the masculine, feminine and neuter genders, and the

this instrument, and any pronoun referring thereto, is intended to

the words Trustors, Grantors, Trustee or Beneficiaries, as used in

tive parties hereto, and it is distinctly understood and agreed that

bind the legal representatives, successors and assigns of the respec-

8. All the provisions of this instrument shall apply to and

hereafter acquired.

hereunder, operate as a waiver of such other security now held or

this Deed of Trust, nor its satisfaction, nor a reconveyance made

operate as a waiver of the security of this Deed of Trust, nor shall

the indebtedness secured hereby, nor the release thereof, shall

acceptance nor existence, now or hereafter, of any other security for

7. The Trustors hereby covenant and agree that neither the

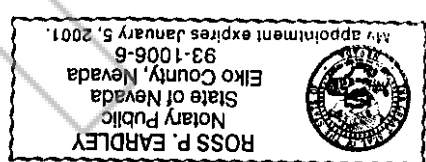
done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written.

Jeffrey A. Lynn Judith C. Mayer-Lynn
 JEFFREY A. LYNN JUDITH C. MAYER-LYNN

STATE OF NEVADA)
) : F/KO
) : SS.

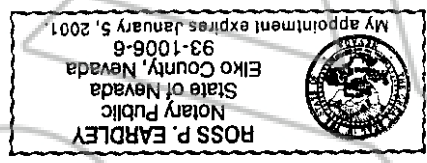
1997, by JEFFREY A. LYNN.



Ross P. Eardley
 NOTARY PUBLIC

STATE OF NEVADA)
) : F/KO
) : SS.

1997, by JUDITH C. MAYER-LYNN.



Ross P. Eardley
 NOTARY PUBLIC

BOOK 310 PAGE 319
 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
 ROSS P. EARDLEY
 97 AUG - 8 PM 1:02